United States Court of Appeals

for the Second Circuit

APPENDIX

77-7227

77-7227

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

THE MUSLIM COMMERCIAL BANK LIMITED,

Plaintiff-Appellee,

v.

M. GOLODETZ & COMPANY and
WATERMAN STEAMSHIP CORP.,

Defendants.

PUBALI BANK, RUPALI BANK, SONALI BANK and ADAMJEE JUTE MILLS, LTD.,

Plaintiffs-Appellants,

v.

M. GOLODETZ & COMPANY and
WATERMAN STEAMSHIP CORP.,

Defendants.

UNITED STATES COURT OF APPEALS
FILED
AUG 18 1977

On Appeal From The United States District Court
For The Southern District Of New York

APPELLEE'S SUPPLEMENTAL APPENDIX

DEBEVOISE, PLIMPTON, LYONS & GATES
299 PARK AVENUE
NEW YORK, NEW YORK 10017
Attorneys for The Muslim Commercial
Bank, Limited, Appellee

Of Counsel:

Robert B. von Mehren, Esq.
John H. Hall, Esq.

PAGINATION AS IN ORIGINAL COPY

Table of Contents

Complaint of The Muslim Commercial Bank Limited (72 Civ. 5309) SA1

Complaint of Pubali Bank, Rupali Bank, Sonali Bank and Adamjee Jute Mills, Ltd. (73 Civ. 566) SA13

Order and Stipulation entered March 13, 1975 .... SA24

SUMMONS IN A CIVIL ACTION

CIV. 1a (9-64)
(Formerly D. C. Form No.45a Rev. (6-63))

S 1

Summons - 72 Civ. 5309

United States District Court

FOR THE

SOUTHERN DISTRICT OF NEW YORK

72 CIV. 5309

CIVIL ACTION FILE NO.

THE MUSLIM COMMERCIAL BANK LIMITED,

Plaintiff

v.

M. GOLDSMIT & COMPANY,
WATERMAN STEAMSHIP CORPORATION
and JOHN DOE CORPORATION,

Defendants.

SUMMONS

To the above named Defendants:

You are hereby summoned and required to serve upon

Debevoise, Plimpton, Lyons & Gates

plaintiff's attorney, whose address is 299 Park Avenue, New York, New York 10017

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Clerk of Ct.

Deputy Clerk.

Date: December , 1972

[Seal of Court]

Note:—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

RETURN ON SERVICE OF WRIT

Summons - 72 Civ. 5309

I hereby certify and return, that on the day of 19 ,

I received this summons and served it together with the complaint herein as follows:

Service $ By

Deputy United States Marshal.

Subscribed and sworn to before me, a this

day

[SEAL]

Note:—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

No.

United States District Court
FOR THE

v.

SUMMONS IN CIVIL ACTION

Returnable not later than days after service.

Attorney for Plaintiff

FPI—53—3-20-60—27534—2996

S 73

Complaint of Muslim Commercial Bank Limited - 72 Civ. 5309

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- x

THE MUSLIM COMMERCIAL BANK LIMITED, :

Plaintiff, :

-against- :

M. GOLODETZ & COMPANY, :
WATERMAN STEAMSHIP CORPORATION
and JOHN DOE CORPORATION, :

Defendants. :

- x

COMPLAINT

Plaintiff, The Muslim Commercial Bank Limited ("Muslim Bank"), by its attorneys Debevoise, Plimpton, Lyons & Gates, complaining of the defendants, alleges upon information and belief, except as to paragraphs 1(a), 2-4, 13, 15, 17-18, 23 and 34, which it alleges on personal knowledge, as follows:

JURISDICTION

1. The jurisdiction of this Court is based upon Section 1332 of the Judicial Code, 28 U.S.C. § 1332, in that:

(a) Muslim Bank, at all times hereinafter mentioned, was and still is a bank organized under the laws of Pakistan with its principal place of business at Adamjee House, McLeod Road, Karachi, Pakistan;

(b) defendant M. Golodetz & Company ("Golodetz"), at all times hereinafter mentioned, was and still is a corporation organized under the laws of the State of New York with its principal place of business at 666 Fifth Avenue, New York, New York;

(c) defendant Waterman Steamship Corporation ("Waterman"), at all times hereinafter mentioned, was and still is a corporation organized under the laws of the State of New York with its principal place of business at 140 Broadway, New York, New York, and at all said times owned and/or operated and/or controlled the M.V. Mobilian, which vessel was a general ship engaged in the common carriage of merchandise for hire between, among other points, the Ports of Chalna, Baranona and San Pedro de Makoris;

(d) defendant John Doe Corporation ("John Doe") is sued herein under a fictitious name because its true name is unknown to Muslim Bank, and if and when another and more accurate name is ascertained, Muslim Bank will ask leave of Court to amend this complaint to insert the true name thereof; and

(e) the matter in controversy exceeds, exclusive of interest and costs, the sum of $10,000.

COUNT I

2. Muslim Bank was and is the owner of 4,200 bales of jute (the "Jute") under Bills of Lading Nos. 501 and 502 (the "Bills of Lading"). Copies of the Bills of Lading are attached hereto as Exhibits A and B, respectively.

3. Each of the Bills of Lading was issued by Waterman and provided that the Jute was consigned to the order of Muslim Bank. The Jute shipped under the Bills of Lading were to be delivered to Muslim Bank or to its order.

4. The Jute was not to be delivered except upon the presentation and surrender of the Bills of Lading, properly endorsed by Muslim Bank, to the carrier at point of destination.

5. On or about November 10, 1971, the Jute was delivered in good order and condition to Waterman or its agent at the Port of Chalna for carriage under the Bills of Lading on the vessel M.V. Mobilian to the Dominican Republic, all in consideration of an agreed freight.

6. Thereafter, Waterman or its agent loaded the Jute on board the M.V. Mobilian in good order and condition, and said vessel having said shipments of Jute on board sailed from the Port of Chalna.

7. Prior to the arrival of the M.V. Mobilian at the Port of Barahona, Dominican Republic, Waterman caused to be delivered to Muslim Bank or its agent the Bills of Lading.

8. The M.V. Mobilian arrived at the Port of Barahona, Dominican Republic, on or about December 17, 1971 and at the Port of San Pedro de Makoris, Dominican Republic, on or about December 21, 1971.

9. After the arrival of the M.V. Mobilian at the Port of Barahona, Waterman released and delivered to Golodetz or its agent the 1,500 bales of jute shipped under Bill of Lading No. 501.

10. In releasing and delivering the aforesaid 1,500 bales of jute to Golodetz or its agent at the Port of Barahona, neither Waterman nor its carrier M.V. Mobilian was presented with Bill of Lading No. 501.

11. After the arrival of the M.V. Mobilian at the Port of San Pedro de Makoris, Waterman released and delivered to Golodetz or its agent the 2,700 bales of jute shipped under Bill of Lading No. 502.

12. In releasing and delivering the aforesaid 2,700 bales of jute to Golodetz or its agent at the Port of San Pedro de Makoris, neither Waterman nor its carrier M.V. Mobilian was presented with Bill of Lading No. 502.

13. Neither Bill of Lading No. 501 nor Bill of Lading No. 502 has ever been endorsed by Muslim Bank.

14. Neither Bill of Lading No. 501 nor Bill of Lading No. 502 has ever been surrendered or delivered to Golodetz, Waterman or the M.V. Mobilian.

15. The Jute at all relevant times was and is the property of Muslim Bank. The Jute remained and was to remain the property of Muslim Bank until Muslim Bank had been paid and until the Bills of Lading had been properly endorsed by Muslim Bank and duly presented and surrendered to Waterman or its carrier M.V. Mobilian at the Port of Barahona (in the case of Bill of Lading No. 501) and at the Port of San Pedro de Makoris (in the case of Bill of Lading No. 502).

16. Waterman and its carrier M.V. Mobilian wrongfully and unlawfully delivered Muslim Bank's Jute to Golodetz without the authority or consent of Muslim Bank and contrary to the terms of the Bills of Lading, and thereby converted the Jute to their own use and deprived Muslim Bank of its property.

17. The invoice value of the Jute was £ 216,778.80 British Pounds Sterling (or its dollar equivalent, $554,953.73, computed at the applicable exchange rate as in effect on December 20, 1971), and Muslim Bank has never received from anyone the value of the Jute or any part thereof.

18. Waterman has neglected and refused and still neglects and refuses to pay Muslim Bank for the Jute.

19. By reason of the foregoing, Muslim Bank has been damaged in the sum of at least $554,953.73, with interest.

COUNT II

20. Muslim Bank repeats and realleges, with the same force and effect as though herein set forth in full, each and every allegation contained in paragraphs 2-18, inclusive, of this complaint.

21. Golodetz, directly or through its agent, secured possession of the Jute and retained the Jute without delivering or surrendering to Waterman or its carrier M.V. Mobilian the Bills of Lading.

22. Golodetz wrongfully and unlawfully acquired possession of the Jute, without the authority or consent of Muslim Bank and contrary to the terms of the Bills of Lading, and thereby converted the Jute to its own use and deprived Muslim Bank of its property.

23. Golodetz has neglected and refused and still neglects and refuses to pay Muslim Bank for the Jute.

24. By reason of the foregoing, Muslim Bank has been damaged in the sum of at least $554,953.73, with interest.

COUNT III

25. Muslim Bank repeats and realleges, with the same force and effect as though herein set forth in full,

each and every allegation contained in paragraphs 2-18 and 21-22, inclusive, of this complaint.

26. Contrary to the terms of the Bills of Lading, Waterman wrongfully and unlawfully delivered the Jute to Golodetz or its agent without the authority or consent of Muslim Bank. By reason of the foregoing, Waterman has unlawfully and wrongfully breached the contracts of carriage and bailment as reflected in the Bills of Lading, and thereby has improperly deprived Muslim Bank of its property rights in the Jute.

27. By reason of the foregoing, Muslim Bank has been damaged in the sum of at least $554,953.73, with interest.

COUNT IV

28. Muslim Bank repeats and realleges, with the same force and effect as though herein set forth in full, each and every allegation contained in paragraphs 2-18, 21-22 and 26, inclusive, of this complaint.

29. By unlawfully and wrongfully acquiring possession of the Jute in a manner that was contrary to and inconsistent with the terms of the Bills of Lading, Golodetz unlawfully and wrongfully interfered with the contractual relations existing between Muslim Bank and Waterman under the Bills of Lading, and thereby has improperly deprived Muslim Bank of its property rights in the Jute.

30. By reason of the foregoing, Muslim Bank has been damaged in the sum of at least $554,953.73, with interest.

COUNT V

31. Muslim Bank repeats and realleges, with the same force and effect as though herein set forth in full, each and every allegation contained in paragraphs 2-18, 21-22, 26 and 29, inclusive, of this complaint.

32. The reasonable and fair value of the Jute owned by Muslim Bank, which Golodetz unlawfully and wrongfully acquired possession of, is the sum of at least $554,953.73.

33. Subsequent to its unlawfully and wrongfully acquiring possession of the Jute, Golodetz sold and delivered the Jute to John Doe for a price of at least $554,953.73.

34. Golodetz has neglected and refused and still neglects and refuses to pay Muslim Bank.

35. Golodetz has therefore been unjustly enriched to Muslim Bank's detriment in the sum of at least $554,953.73.

36. By reason of the foregoing, Muslim Bank has been damaged in the sum of at least $554,953.73, with interest.

COUNT VI

37. Muslim Bank repeats and realleges, with the same force and effect as though herein set forth in full, each and every allegation contained in paragraphs 2-18, 21-22, 29 and 32-35, inclusive, of this complaint.

38. John Doe unlawfully and wrongfully acquired possession of the Jute, interfered with the contractual relations existing between Muslim Bank and Waterman, converted the Jute to its own use, and improperly deprived Muslim Bank

of its property rights in the Jute.

39. By reason of the foregoing, Muslim Bank has been damaged in the sum of at least $554,953.73, with interest.

WHEREFORE, plaintiff Muslim Bank demands (a) judgment against defendants Waterman, Golodetz and John Doe, and each of them, jointly and severally, in the amount of at least $554,953.73, together with interest thereon and the costs and disbursements of this action; and (b) such other and further relief as may be proper in the premises.

Dated: New York, New York
December 15, 1972

DEBEVOISE, PLIMPTON, LYONS & GATES

By _____
A Member of the Firm
Attorneys for Plaintiff
The Muslim Commercial Bank Limited
299 Park Avenue
New York, New York 10017
752-6400

WATERMAN STEAMSHIP CORPORATION

GENERAL OFFICES: 140 BROADWAY, NEW YORK, N. Y.

(SPACES IMMEDIATELY BELOW ARE FOR SHIPPERS MEMORANDA — NOT PART OF BILL OF LADING)

DELIVERING CARRIER TO STEAMER — CAR NUMBER-REFERENCE

FORWARDING AGENT - REFERENCES — EXPORT DEC. NO.

BILL OF LADING

SHIPPER M/s.ADAMJEE JUTE MILLS LIMITED.

CONSIGNED TO ORDER OF THE MUSLIM COMMERCIAL BANK LIMITED, DACCA.

ADDRESS ARRIVAL NOTICE TO
M/s.CONSEJO ESTATAL DEL AZUCAR SANTO, DOMINGO DOMINICAN REPUBLIC.

ALSO NOTIFY

VESSEL — VOYAGE NO. — FLAG
M.V.MOBILIAN

PIER — PORT OF LOADING
CHALNA

FOR PORT OF DISCHARGE (If more goods are to be delivered to consignee or on-carrier)
BARAHONA R.D.

FOR TRANSSHIPMENT TO (If goods are to be transshipped or forwarded at port of discharge)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
MADE IN PAKISTAN CDA,CP -56 BARAHONA, R.D. HEAVYCEES [illegible] 400 PCS ADAMJEE 3501/5000	1500	(One thousand five hundred) I/B BALES Heavycees only(Jute Sacking) S.I.NO.B-3758 B.Form No.EBA/A.M-42 C.H.PASS NO.2676 G.R.P.I.FORM NO.917539.	42319:-3"	Gross 15[illegible]939 lbs. Nett 15[illegible]539 lbs. Gross 699930 Kls. Nett 698180 "
		34,500/44 @ $.48.00 per ton of 50 cft. Plus Arrimo Surcharge @ $.6.00 per 1000 Kilos on [illegible] Kilos 699930		$. 33,120.00 $. 4,199.58 $. 37,319.58
		Consignee:-M/s.Consejo Estatal Del Azucar, Santo Domingo Dominican Republic. Freight payable at destination by M/s.M.Golodetz & Company 666 Fifth Avenue, NewYork, N.Y.10019		

____ LBS. @ ____ PER 2000 LBS. $ ____
____ LBS. @ ____ PER 2240 LBS. $ ____
____ LBS. @ ____ PER 100 LB. . $ ____
____ CU. FT. @ ____ PER 40 CU. FT. $ ____
____ CU. FT. @ ____ PER CU. FT. . $ ____
____ $ ____
____ $ ____
____ $ ____
TOTAL . . $ ____

In Witness Whereof, the Master of the said ship has affirmed to THREE bills of lading, all of this tenor and date, ONE of which being accomplished, the others to stand void.

Dated 10th November, 1971. Chalna.

FOR THE MASTER

By Waterman Steamship Corporation,

By ____

B/L No. 501.

FORM 390 REV.-2-67

EXHIBIT A

S 12

Complaint of Muslim Commercial Bank Limited - 72 Civ. 5309

WATERMAN STEAMSHIP CORPORATION

GENERAL OFFICES: 140 BROADWAY, NEW YORK, N. Y.

(SPACES IMMEDIATELY BELOW ARE FOR SHIPPERS MEMORANDA — NOT PART OF BILL OF LADING)

DELIVERING CARRIER TO STEAMER — CAR NUMBER-REFERENCE

FORWARDING AGENT - REFERENCES — EXPORT DEC. NO.

BILL OF LADING

SHIPPER MESSRS ADAMJEE JUTE MILLS LIMITED.

CONSIGNED TO ORDER OF THE MUSLIM COMMERCIAL BANK LIMITED, DACCA

ADDRESS ARRIVAL NOTICE TO
M/s.CONSEJO ESTATAL DEL AZUCAR SANTO, DOMINGO DOMINICAN REPUBLIC.

ALSO NOTIFY

VESSEL	VOYAGE NO.	FLAG	PIER	PORT OF LOADING
M/s.MOBILIAN				CHALNA

FOR ADM. OF DISCHARGE (Where goods are to be delivered to consignee or on-carrier) — SAN PEDRO DE MAHORIS R.D.

FOR TRANSSHIPMENT TO (If goods are to be transshipped or forwarded at port of discharge)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
MADE IN PAKISTAN CEA.08-56 SAN PEDRO DE MAHORIS R.D. HEAVYCOES 44"x28" HD. 100 PCS. ADAMJEE EX.$.1/3500	2700	(Two thousand seven hundred) I/B Bales Heavy cees only(Jute sacking) S.I.NO.B-3740 B.Form No.EBA/ADM-41 C.H.PASS NO.2675 G.R.P.1 Form No.917538 @ $.48/- per ton of 50 cft. Plus arrimo surcharge $ 0.6/- per 1000 Kilos on 126572 Kilos	74105'-5" Gross 2967327 lbs. Nett 2926827 " Gross 1265746 Kls. Nett 1246845 Kls. $ 59,616.00 $ 7,594.03 $ 67,210.03	

Consignee:-M/s.Consejo Estatal Del Azucar, Santo Domingo Dominican Republic.

Freight payable at destination by M/s.M.Golodetz & Company 666 Avenue Newyork N.Y.10019.

____ LBS. @ ____	PER 2000 LBS.	$
____ LBS. @ ____	PER 2240 LBS.	$
____ LBS. @ ____	PER 100 LB.	$
____ CU. FT. @ ____	PER 40 CU. FT.	$
____ CU. FT. @ ____	PER CU. FT.	$
		$
		$
		$
	TOTAL	$

In Witness Whereof, the Master of the said ship has affirmed to THREE bills of lading, all of this tenor and date, ONE of which being accomplished, the others to stand void.

Dated 10th November, 71. CHALNA.

FOR THE MASTER

By Waterman Steamship Corporation

By _____

B/L No. 502

FORM 380 REV.-2-67

EXHIBIT B

SUMMONS IN A CIVIL ACTION (Formerly D. C. Form No. 1 Rev. 7-53)

Summons - 73 Civ. 566

United States District Court

FOR THE

SOUTHERN DISTRICT OF NEW YORK

CIVIL ACTION FILE NO. 73 Civ. 566

Judge Bauman

PUBALI BANK, RUPALI BANK, SONALI BANK, and ADAMJEE JUTE MILLS, LTD.,

Plaintiffs

v.

M. GOLODETZ & COMPANY and WATERMAN STEAMSHIP CORPORATION

Defendants

SUMMONS

To the above named Defendant :

You are hereby summoned and required to serve upon

Nierenberg, Zeif & Weinstein

plaintiff's attorneys, whose address is 230 Park Avenue, New York, New York 10017

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint.

JOHN LIVINGSTON

Clerk of Court

Deputy Clerk.

Date: New York, New York
February 6th, 1973.

[Seal of Court]

Note:—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

Complaint of Pubali Bank, et al. - 73 Civ. 566

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- -X

PUBALI BANK, RUPALI BANK, SONALI BANK and ADAMJEE JUTE MILLS LTD.,

Plaintiffs,

-against-

M. GOLODETZ & COMPANY and WATERMAN STEAMSHIP CORPORATION,

Defendants.

- -X

COMPLAINT

Index No. Civ.

Plaintiffs for their complaint herein by NIERENBERG, ZEIF & WEINSTEIN, their attorneys, allege on information and belief:

JURISDICTION

1. Jurisdiction is founded on diversity of citizenship. Plaintiffs are each incorporated under the laws of the nation of Bangladesh with their principal places of business in that nation. Defendant M. GOLODETZ & COMPANY is a corporation organized and existing under the laws of the State of New York with its principal place of business in the said state. Defendant WATERMAN STEAMSHIP CORPORATION is a corporation existing under the laws of the State of New York with its principal place of business in said state. The amount in controversy exceeds Ten thousand ($10,000.00) Dollars exclusive of interest and costs.

FIRST CLAIM IN FAVOR OF PUBALI BANK, RUPALI BANK AND SONALI BANK AGAINST DEFENDANTS WATERMAN STEAMSHIP CORPORATION AND M. GOLODETZ & COMPANY

2. At all times herein mentioned, the defendant WATERMAN STEAMSHIP CORPORATION owned, operated and/or

contrclled the vessel M. V. MOBILIAN which was a general ship engaged in the common carriage of merchandise for hire.

3. On or about November 10, 1971, plaintiff ADAMJEE JUTE MILLS LTD. delivered Four thousand Two hundred (4,200) bales of jute to the defendant WATERMAN STEAMSHIP CORPORATION at the Port of CHALNA in good order and condition for carriage to the Dominican Republic on the said vessel M. V. MOBILIAN in consideration for an agreed freight.

4. At the time of the delivery of said jute to the defendant WATERMAN STEAMSHIP CORPORATION , said defendant issued two negotiable bills of lading, payable to the order of the MUSLIM COMMERCIAL BANK LIMITED, DACCA, copies of which are annexed to this complaint and marked Exhibits "1" and "2".

5. That said bills of lading were endorsed and negotiated by mesne endorsements and assignments and the plaintiffs PUBALI BANK, RUPALI BANK and SONALI BANK or one of them is the owner of said bills of lading.

6. It was agreed in and by said bills of lading that the said jute was not to be delivered except upon the presentation and surrender of said bills of lading properly endorsed to the carrier at point of destination.

7. Said jute was loaded on board the vessel M. V. MOBILIAN by the defendant WATERMAN STEAMSHIP CORPORATION or its agent and said vessel sailed from the Port of CHALNA having said shipments of jute on board.

8. The M. V. MOBILIAN arrived at the Port of BARAHONA,

DOMINICAN REPUBLIC, on or about December 17, 1971, and at the Port of SAN PEDRO de MAKORIS, DOMINICAN REPUBLIC, on or about December 21, 1971.

9. After the arrival of the M. V. MOBILIAN at the Port of BARAHONA, the defendant WATERMAN STEAMSHIP CORPORATION released to the defendant M. GOLODETZ & COMPANY or its agent the One thousand Five hundred (1,500) bales of jute shipped under bill of lading No. 501 although said bill of lading was not presented or surrendered.

10. After the arrival of the M. V. MOBILIAN at the Port of SAN PEDRO de MAKORIS, DOMINICAN REPUBLIC, the defendant WATERMAN STEAMSHIP CORPORATION released to the defendant M. GOLODETZ & COMPANY or its agent the Two thousand Seven hundred (2,700) bales of jute shipped under bill of lading No. 502, although said bill of lading was not presented or surrendered.

11. The value of all the aforesaid jute was £216,778.80 British pounds sterling (or its dollar equivalent $554,953.73) and plaintiffs have never received from anyone the value of the said jute or any part thereof.

12. By reason of the foregoing, the plaintiffs PUBALI BANK, RUPALI BANK and SONALI BANK or one of them has been damaged in the sum of $554,953.73 plus interest.

SECOND CLAIM IN FAVOR OF PLAINTIFFS PUBALI BANK, RUPALI BANK and SONALI BANK AGAINST WATERMAN STEAMSHIP CORPORATION AND M. GOLODETZ & COMPANY

13. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs "2" through "12" herein with the same force and

effect as though fully set forth at length.

14. By reason of the foregoing, the defendants have converted to their own use the aforesaid jute of the value of at least $554,953.73 plus interest.

THIRD CLAIM IN FAVOR OF PUBALI BANK, RUPALI BANK AND SONALI BANK AGAINST DEFENDANT M. GOLODETZ & COMPANY

15. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs "2" through "12" herein with the same force and effect as though fully set forth at length.

16. Plaintiff ADAMJEE JUTE MILLS LTD. sold and delivered to the defendant M. GOLODETZ & COMPANY the jute referred to herein.

17. It was agreed between said ADAMJEE JUTE MILLS LTD. and the defendant M. GOLODETZ & COMPANY that the defendant M. GOLODETZ & COMPANY would pay to the holder of said bills of lading the contract prices of said jute which was at least $554,953.73 before said jute would be delivered to the defendant M. GOLODETZ & COMPANY or its agent.

18. By reason of the foregoing there is now due and owing to the plaintiffs PUBALI BANK, RUPALI BANK and SONALI BANK or one of them from the defendant M. GOLODETZ & COMPANY the sum of at least $554,953.73 plus interest.

FOURTH CLAIM IN FAVOR OF ADAMJEE JUTE MILLS LTD. AGAINST M. GOLODETZ & COMPANY

19. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs "2" through "12" herein with the same force and effect as though fully set forth at length.

20. Defendant M. GOLODETZ & COMPANY owes plaintiff ADAMJEE JUTE MILLS LTD. the sum of $554,953.73 plus interest for goods sold and delivered.

FIFTH CLAIM IN FAVOR OF PLAINTIFF RUPALI BANK AGAINST M. GOLODETZ & COMPANY AND WATERMAN STEAMSHIP CORPORATION

21. Plaintiff repeats and realleges each and every allegation contained in Paragraphs "2" through "12" herein with the same force and effect as though fully set forth at length.

22. Plaintiff RUPALI BANK is the successor to the right of the MUSLIM COMMERCIAL BANK LIMITED, DACCA, to receive the goods represented by the aforesaid bills of lading or the payments to be made to consignee named therein.

WHEREFORE plaintiffs demand judgment against the defendants and each of them, jointly and severally, in the sum of at least $554,953.73 together with interest thereon, the costs and disbursements of this action and such other and further relief as to the Court may seem just and proper.

NIERENBERG, ZEIF & WEINSTEIN
Attorneys for Plaintiffs
By _____
230 Park Avenue
New York, New York 10017
(212) OR 9-1455

MICHAEL F. DENNIS,
Of Counsel

WATERMAN STEAMSHIP CORPORATION

GENERAL OFFICES: 140 BROADWAY, NEW YORK, N. Y.

(SPACES IMMEDIATELY BELOW ARE FOR SHIPPERS MEMORANDA — NOT PART OF BILL OF LADING)

DELIVERING CARRIER TO STEAMER | CAR NUMBER-REFERENCE

FORWARDING AGENT - REFERENCES | EXPORT DEC. NO.

SPECIAL ADHESIVE

BILL OF LADING

SHIPPER MESSRS ADAMJEE JUTE MILLS LIMITED.

CONSIGNED TO ORDER OF THE MUSLIM COMMERCIAL BANK LIMITED, DACCA

ADDRESS ARRIVAL NOTICE TO

M/S. CONSEJO ESTATAL DEL AZUCAR SANTO, DOMINGO DOMINICAN REPUBLIC.

ALSO NOTIFY

VESSEL: MOBILIAN | VOYAGE NO. | FLAG | PIER DC754055 | PORT OF LOADING: CHALNA

PORT OF DISCHARGE (Where goods are to be delivered to consignee or on-carrier): ARA ION R.D.

FOR TRANSSHIPMENT TO (If goods are to be transshipped at port of discharge)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
MADE IN PAKISTAN CEA, OP -56 BARAHONA, R. D. HEAVYCHES 24" X28" HD 400 PCS ADAMJEE 3501/5000	1500	(ONE THOUSAND FIVE HUNDRED) I/B BALES HEAVY GUNNY BAGS ONLY. (Jute Cuttings) For G. W. & Co. Ltd. S.I. NO. B-3758 B.FORM NO.EBA/AJM-42 C.H.PASS NO.2676 G.R.P.1.FORM NO.917559 M. TONS: 846-19-3 @ $. 48.00 PER TON OF 50 CFT.....$. PLUS ARRIMO SURCHARGE @ $. 6.00 PER 1000 KILOS ON 702541 KILOS.....$. $. CONSIGNEE: M/S. CONSEJO ESTATAL DEL AZUCAR, SANTO DOMINGO DOMINICAN REPUBLIC. FREIGHT PAYABLE AT DESTINATION BY M/S. M. GOLODETZ & COMPANY 666 FIFTH AVENUE, NEW YORK, N.Y. 10019	425191-3 Gross: 1540930 Lbs Nett: 1514539 Lbs Gross: 699980 Kilo Nett: 688180 Kilo 40626.40 4215.25 44841.75	

Freight payable at port of discharge of ocean vessel; ship and/or cargo lost or not lost"

LBS. @	PER 2000 LBS.	$
LBS. @	PER 2240 LBS.	$
LBS. @	PER 100 LB.	$
CU. FT. @	PER 40 CU. FT.	$
CU. FT. @	PER CU. FT.	$
		$
		$
		$
TOTAL		$

In Witness Whereof, the Master of the said ship has affixed to THREE bills of lading, all of this tenor and date, ONE which being accomplished, the others to stand void.

Dated 10TH NOVEMBER 1971 at CHALNA

FOR THE MASTER

By Waterman Steamship Corporation

For GLADSTONE WYLLIE & CO. LTD.

By

B/L No. 501

WATERMAN STEAMSHIP CORP.
GENERAL OFFICES
140 Broadway
New York, N. Y.

U. S. AGENTS

PHILADELPHIA, PENNSYLVANIA ..... J. A. McCARTHY, INC.
5th and Chestnut Street

BALTIMORE, MARYLAND ..... THE COTTMAN COMPANY
300 Water Street

NORFOLK, VIRGINIA--HAMPTON ROADS STEAMSHIP AGENCY, INC.
Citizens Bank Building

TAMPA, FLORIDA ..... GULF FLORIDA TERMINAL CO.
13th and York Streets

MOBILE, ALABAMA ..... WATERMAN STEAMSHIP CORPORATION
61 St. Joseph Street

NEW ORLEANS, LOUISIANA--WATERMAN STEAMSHIP CORPORATION
703, Richards Building

HOUSTON, TEXAS ..... WILKINS SHIPPING COMPANY
706 Cotton Exchange Building

SAN PEDRO, CAL. .... WATERMAN CORPORATION OF CALIFORNIA
510 Pacific Trade Centre

SAN FRANCISCO, CAL. .... WATERMAN CORPORATION OF CALIFORNIA
310 Sansome Street

PAY TO THE ORDER OF
PORTLAND, OREGON ..... WATERMAN CORPORATION OF CALIFORNIA
VALUE FOR COLLECTION
SEATTLE, WASHINGTON ..... WATERMAN CORPORATION OF CALIFORNIA
GENERAL PASSENGER AGENT
SAILING
PASSENGER MANAGER

GENERAL AGENTS

FAR EAST

EVERETT STEAMSHIP CORP., S. A. ..... YOKOHAMA, JAPAN
P. O. Box 300

INDIA

EVERETT STEAMSHIP CORP., S. A. ..... BOMBAY, INDIA
P. O. Box 523

PAKISTAN

UNITED LINER AGENCIES OF PAKISTAN .. KARACHI, W. PAKISTAN
P. O. Box 4745

GLADSTONE WYLLIE & CO., LTD. ..... CHITTAGONG
P. O. Box 14

GLADSTONE WYLLIE & CO., LTD. ..... KHULNA
Park Mansion

RED SEA

GELLATLY, HANKEY & CO. (SUDAN) LTD. ..... KHARTOUM, SUDAN
P. O. Box 215

MEDITERRANEAN

MR. T. C. LAMBRINOS ..... MADRID, SPAIN
LAMBRINOS TRANSPORTES INTERNACIONALES, S.A. Marqués de Casa Riera
LAMBRINOS GRAFILOGRAFICA
GEORGE ..... PIRAEUS, GREECE
SAKK ..... ISTANBUL
ANTWERP ..... U.S.A.
BREMEN ..... P. O. Box
ROTTERDAM ..... P. O. Box 1205

SHORT FORM BILL OF LADING

RECEIVED the goods, or packages said to contain goods hereinmentioned, in apparent good order and condition unless otherwise indicated to be transported and delivered or transported as hereinafter provided.

This Short Form Bill of Lading is issued for the shipper's convenience and at its request, instead of the carrier's regular form Bill of Lading applicable to the routes or trades covering the service herein described. It shall have effect subject to the provisions of the U. S. Carriage of Goods by Sea Act, 1936, or of the Carriage of Goods by Sea or similar Act in force in the locality where this Bill of Lading is issued.

All the terms of the carrier's regular form Bill of Lading applicable to the routes or service covered hereby and which are on file with the Federal Maritime Commission (including all clauses presently being stamped or reproduced thereon, are incorporated herein with like force and effect as if they were written at length herein. A copy of such applicable Bill of Lading may be obtained from the carrier, its agents or the master.

All agreements or freight engagements for shipment of goods are superseded by this Bill of Lading and all its terms, whether written, typed, stamped or printed, or incorporated by reference (as covered by the shipper to be binding and to govern the relations, whether the carrier, master, agent or ship. "Carrier" as used herein shall be deemed to include the carrier's applicable regular form of Bill of Lading. One such Bill of Lading duly endorsed, must be surrendered, if requested, to the agent of the vessel at port of discharge in exchange for delivery order.

(CONTINUED ON OVER PAGE)

ENDORSEMENTS:

HARVARD COLLECTION
7485 7

WATERMAN STEAMSHIP CORPORATION

GENERAL OFFICES — 140 BROADWAY, NEW YORK, N. Y.

(SPACES IMMEDIATELY BELOW ARE FOR SHIPPERS MEMORANDA — NOT PART OF BILL OF LADING)

DELIVERING CARRIER TO STEAMER — CAR NUMBER-REFERENCE

FORWARDING AGENT - REFERENCES — EXPORT DEC. NO.

BILL OF LADING

SHIPPER MESSRS ADAMJEE JUTE MILLS LIMITED — SPECIAL ADHESIVE

CONSIGNED TO THE MUSLIM COMMERCIAL BANK LIMITED, DACCA.

ORDER OF

ADDRESS ARRIVAL NOTICE TO — ALSO NOTIFY

M/S. CONSEJO ESTATAL DEL AZUCAR SANTO, DOMINGO DOMINICAN REPUBLIC.

VESSEL — VOYAGE NO. — FLAG — PIER — PORT OF LOADING

M.V. MONITAR — CHITTA

(IF GOODS are to be delivered to consignee or on-carrier) — FOR TRANSSHIPMENT TO (If goods are to be transshipped or forwarded at port of discharge)

SAN PEDRO DE MACORIS R.D.

PARTICULARS FURNISHED BY SHIPPER

MARKS AND BUNDERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT
	2700	(TWO THOUSAND SEVEN HUNDRED) I/B BALES HEAVY CESS ONLY	74105-5	
MADE IN PAKISTAN CROP 65-66 SAN PEDRO DE MACORIS R.D. 44" x 28" 400 PCS 40 KGS EX. S. 1/2500		S.I. NO. B-3740 B.FORM NO.EPA/AJM-41 C.H. ASS NO.2675 ORIGINAL NO G.R.P. FORM NO.917538	Gross:- 2857327 Lbs Nett:- 2756527 Lbs	
		M. TONS: 1450-5-5 @ $. 48.00 PER TON OF 50 CFT.....$	71141.20	Gross:- 1295743 KGS Nett:- 1249946 KGS
		PIER ARRIVO SURCHARGE @ . 6.00 PER 1000 KILOS ON 1295743 KILOS....$	7596.46	
			$ 78737.66	
		CONSIGNEE: M/S. CONSEJO ESTATAL DEL AZUCAR, SANTO DOMINGO DOMINICAN REPUBLIC		
		FREIGHT PAYABLE AT DESTINATION CHARGES M.B.O. WITH 3 COPIES OF BILLS OF LADING NEW YORK, N.Y. 10019.		

Freight payable at destination of ocean vessel, whether or not loaded

L.T.	PER 2000 LBS.	$
LBS. @	PER 2240 LBS.	$
LBS. @	PER 100 LBS.	$
CU. FT. @	PER 40 CU. FT.	$
CU. FT. @	PER CU. FT.	$
		$
		$
		$
	TOTAL	$

In Witness Whereof, the Master of the said ship has affixed to THREE bills of lading, all of this tenor and date, ONE of which being accomplished, the others to stand void.

Dated at ... 1971

FOR THE MASTER

By Waterman Steamship Corporation

For GLADSTONE WYLLIE & CO. LTD.

By

As Agents,

Waterman Steamship Corporation.

B/L No. 50

Form 300 Rev 2-67

S 22

Complaint of Pubali Bank, et al. - 73 Civ. 566

CERTIFICATION BY ATTORNEY

STATE OF NEW YORK, COUNTY OF

The undersigned, an attorney admitted to practice in the courts of New York State, certifies that the within has been compared by the undersigned with the original and found to be a true and complete copy.

Dated

.....

ATTORNEY'S AFFIRMATION

STATE OF NEW YORK, COUNTY OF

The undersigned, an attorney admitted to practice in the courts of New York State, shows: that deponent is the attorney(s) of record for in the within action; that deponent has read the foregoing and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true. Deponent further says that the reason this verification is made by deponent and not by

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated:

.....

INDIVIDUAL VERIFICATION

STATE OF NEW YORK, COUNTY OF ss.:

, being duly sworn, deposes and says that deponent is the in the within action; that deponent has read the foregoing and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me, this day of 19

CORPORATE VERIFICATION

STATE OF NEW YORK, COUNTY OF ss.:

, being duly sworn, deposes and says that deponent is the of the corporation named in the within action; that deponent has read the foregoing and knows the contents thereof; and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.

This verification is made by deponent because is a corporation. Deponent is an officer thereof, to-wit, its

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

Sworn to before me, this day of 19

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK, COUNTY OF ss.:

being duly sworn, deposes and says, that deponent is not a party to the action, is over 18 years of age and resides at

That on the day of 19 deponent served the within upon attorney(s) for in this action, at the address designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a postpaid properly addressed wrapper, in — a post office — official depository under the exclusive care and custody of the United States post office department within the State of New York.

Sworn to before me, this day of 19

.....

AFFIDAVIT OF PERSONAL SERVICE

STATE OF NEW YORK, COUNTY OF ss.:

being duly sworn, deposes and says, that deponent is not a party to the action, is over 18 years of age and resides at

That on the day of 19 at No. deponent served the within upon herein, by delivering a true copy thereof to h personally. Deponent knew the person so served to be the person mentioned and described in said papers as the therein.

Sworn to before me, this day of 19

Complaint of Pubali Bank, et al. - 73 Civ. 566

NOTICE OF ENTRY

Sir:- Please take notice that the within is a *(certified)* true copy of a duly entered in the office of the clerk of the within named court on 19

Dated,

Yours, etc.,

NIERENBERG, ZEIF & WEINSTEIN

Attorneys for

Office and Post Office Address

230 PARK AVENUE

NEW YORK, N. Y. 10017

To

Attorney(s) for

NOTICE OF SETTLEMENT

Sir:—Please take notice that an order

of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

on the day of 19

M.

Dated,

Yours, etc.,

NIERENBERG, ZEIF & WEINSTEIN

Attorneys for

Office and Post Office Address

230 PARK AVENUE

NEW YORK, N. Y. 10017

To

Attorney(s) for

Index No. Year 19

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PUBALI BANK, RUPALI BANK, SONALI BANK and ADAMJEE JUTE MILLS, LTD.,

Plaintiffs,

-against-

M. COLODETZ & COMPANY and WATERMAN STEAMSHIP CORPORATION,

Defendants.

SUMMONS AND COMPLAINT

NIERENBERG, ZEIF & WEINSTEIN

Attorneys for Plaintiffs

Office and Post Office Address, Telephone

230 PARK AVENUE

NEW YORK, N. Y. 10017

OREGON 9-1455

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

.....

Attorney(s) for

3560-©1963, JULIUS BLUMBERG, INC., 80 EXCHANGE PLACE, N. Y. 4

Served Feb 9th 1973

Joseph Lipski

S 24

Order and Stipulation filed March 13, 1975

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

U.S. DISTRICT COURT FILED MAR 13 1975 S.D. OF N.Y.

THE MUSLIM COMMERCIAL BANK LIMITED,

Plaintiff,

-against-

M. GOLODETZ & COMPANY, WATERMAN STEAMSHIP CORPORATION and JOHN DOE CORPORATION,

Defendants.

FILE IN 72 Civ. 5309 LWP

PUBALI BANK, RUPALI BANK, SONALI BANK and ADAMJEE JUTE MILLS, LTD.,

Plaintiffs,

-against-

M. GOLODETZ & COMPANY and WATERMAN STEAMSHIP CORPORATION,

Defendants.

ORDER AND STIPULATION

73 Civ. 566 LWP

MICROFILM MAR 13 1975

Upon the annexed stipulation and the application of defendant M. Golodetz & Co., and with the consent of all parties in the above-entitled actions, it is hereby

ORDERED, that defendants M. Golodetz & Co. and Waterman Steamship Corporation be and hereby are discharged from any and all liability to plaintiffs arising out of or relating to the subject matter of these actions; and it is further

ORDERED, that this Court shall retain jurisdiction of this cause for the determination of the rights of the respective plaintiffs in and to the sum to be deposited in escrow

as described in the Stipulation of Settlement, dated DECEMBER 10, 1974, among the parties to this action.

Dated: New York, New York
MARCH 4th, 1974

U.S.D.J.

S 26

Order and Stipulation filed March 13, 1975

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE MUSLIM COMMERCIAL BANK LIMITED, Plaintiff, -against- M. GOLODETZ & COMPANY, WATERMAN STEAMSHIP CORPORATION and JOHN DOE CORPORATION, Defendants.	72 Civ. 5309 LWP
PUBALI BANK, RUPALI BANK, SONALI BANK and ADAMJEE JUTE MILLS, LTD., Plaintiffs, -against- M. GOLODETZ & COMPANY and WATERMAN STEAMSHIP CORPORATION, Defendants.	STIPULATION 73 Civ. 566 LWP

WHEREAS, The Muslim Commercial Bank Limited, Pubali Bank, Rupali Bank, Sonali Bank and Adamjee Jute Mills, Ltd. ("Plantiffs") commenced the above-entitled actions (the "Actions") against M. Golodetz & Co., sued herein as M. Golodetz & Company, and Waterman Steamship Corporation ("Defendants") for the relief sought in the respective complaints; and

WHEREAS, the Actions have been consolidated pursuant to the order of this Court dated April 4, 1973; and

WHEREAS, Defendants have filed answers, and Defendant M. Golodetz & Co. ("Golodetz") has filed a counterclaim for

interpleader relief and the discharge of Defendants from each of the Actions; and

WHEREAS, Plaintiffs and Defendants have reached agreement with regard to Defendant Golodetz's placing of a sum of money in escrow (subject to disposition by order of this Court) with First National City Bank in New York City ("FNCB") in satisfaction of Plaintiffs' claims against Defendants in the Actions; and

WHEREAS, The National Bank of Pakistan ("NBP"), a possible claimant to the funds to be deposited into escrow, has assigned to Muslim Commercial Bank Limited ("Muslim") (by Deed of Assignment, dated October 29, 1974, and annexed hereto as Exhibit A) (the "Assignment") any and all claims which it may have against Defendants arising out of or relating to the subject matter of the Actions; and

WHEREAS, Defendants have resolved all questions and differences between each of them arising out of or relating to the subject matter of the Actions,

IT IS HEREBY STIPULATED AND AGREED, by and among the parties, through their attorneys, as follows:

1. Within 45 days of the execution of this stipulation by attorneys for the parties: (a) each of the parties shall individually acknowledge (in the form annexed hereto as Exhibit B) their agreement with the terms of the stipulation;

(b) Muslim shall cause NBP to deliver to Golodetz a letter on its letterhead indicating the authority of the General Manager to execute the Assignment; and (c) Muslim shall deliver to each of the Defendants a letter of indemnification in the form annexed hereto as Exhibit C.

2. Plaintiffs shall, within 5 days of completion of the steps contemplated by paragraph 1 of this stipulation: (a) execute and deliver to FNCB an escrow agreement in the form annexed hereto as Exhibit D (the "Escrow Agreement") and (b) give notice to Golodetz of such execution.

3. Golodetz shall, within 3 days of the receipt of notice pursuant to paragraph 2(b), tender to FNCB, as escrow agent, the sum of $521,568 plus interest on $521,568 at the rate of 7 1/2% per annum from January 1, 1974 to and including the date of tender.

4. After tender to and acceptance by FNCB of the sum of money to be deposited by Defendant Golodetz, all claims of Plaintiffs against Defendants arising out of or relating to the subject matter of the Actions and all claims of Defendants against Plaintiffs arising out of or relating to the subject matter of the Actions, and all claims as between the Defendants arising out of or relating to the subject matter of the Actions, shall be deemed settled, paid and discharged, subject to the entry of an order by this Court in the form annexed hereto (the "Order").

5. In furtherance of, and subject to the foregoing, the parties consent to entry of the Order.

Dated: New York, New York
November , 1974

DEBEVOISE, PLIMPTON, LYONS & GATES

By_____
A Member of the Firm
Attorneys for Plaintiff,
The Muslim Commercial Bank Limited
299 Park Avenue
New York, New York 10017

NIERENBERG, ZEIF & WEINSTEIN

By_____
A Member of the Firm
Attorneys for Plaintiffs,
Pubali Bank, Rupali Bank, Sonali
Bank and Adamjee Jute Mills, Ltd.
230 Park Avenue
New York, New York 10017

ROE & KRAMER

By_____
A Member of the Firm
Attorneys for Defendant,
M. Golodetz & Co.
444 Madison Avenue
New York, New York 10022

McHUGH, HECKMAN, SMITH & LEONARD

By_____
A Member of the Firm
Attorneys for Defendant,
Waterman Steamship Corporation
80 Pine Street
New York, New York 10005

S 30 Rs4/- Claim No. T 14. dated 21.6.74

Order and Stipulation filed March 13, 1975

DEED OF ASSIGNMENT

THIS Deed of Assignment made at Karachi this 24th day of October, 1974 BETWEEN National Bank of Pakistan, a banking company, incorporated under the National Bank of Pakistan Ordinance, 1949 having its Head Office at National Bank of Pakistan Building, I.I.Chundrigar Road, Karachi, (hereinafter referred to as "Assignor") AND The Muslim

contd.....2

Exhibit A

Order and Stipulation filed March 13, 1975

Commercial Bank, Limited, a banking company incorporated under the Companies Act, 1913, having its registered office at Adamjee House, I.I. Chundrigar Road, Karachi (hereinafter referred to as the "Assignee".)

WHEREAS on or about 10th day of November, 1971, M/s. Adamjee Jute Mills Ltd., shipped 4200 bales of jute (hereinafter referred to as "the said goods") per the Waterman Steamship Company's M.V. Mobilian from Chalna under Bills of Lading Nos. 501 and 502 made out to the order of the assignee;

contd.....3

Order and Stipulation filed March 13, 1975

AND WHEREAS M/s. Golodetz & Co., and/or its agents have taken delivery of the said goods without payment of the invoice therefor in the sum of £.Stg216778.80;

AND WHEREAS the Assignee has commenced an action in the United States Court for the Southern District of New York (hereinafter referred to as the "Court") entitled, The Muslim Commercial Bank Limited against M. Golodetz & Company, Waterman Steamship Corporation and John Doe Corporation, 72 Civ. 5309, for recovery of the agreed purchase price of the said goods, £.Stg216778.80;

AND WHEREAS Pubali Bank, Rupali Bank and Sonali Bank, banking companies organized under the laws of the Peoples Republic of Bangladesh, and Adamjee Jute Mills, Ltd., have commenced an action in the same Court entitled, Pubali Bank, Rupali Bank, Sonali Bank and Adamjee Jute Mills, Ltd. against M. Golodetz & Company and Waterman Steamship Corporation, 73 Civ. 566, for recovery of the agreed purchase price of the said goods;

AND WHEREAS the two actions referred to in the preceding clauses have been consolidated by order of the Court, dated April 4, 1973;

AND WHEREAS certain documents have been produced by the plaintiffs in 73 Civ. 566 showing that the afore-said bills of lading were endorsed to the Assignors;

contd.....4

AND WHEREAS the Assignors have agreed to assign and transfer to the Assignee all and whatsoever their right, title and interest to and in the aforesaid bills of lading and all other documents relating to the said goods and to or in the proceeds thereof.

NOW, therefore, this Deed of Assignment witnesseth as follows:

1. The Assignor hereby assigns and transfers to the Assignee all and whatsoever right, title and interest to or in the Bills of Lading Nos. 501 and 502 in respect to the aforesaid goods shipped by M/s. Adamjee Jute Mills, Ltd., and to any proceeds whatsoever of the said bills of lading and of the bills of exchange, invoices and any other documents whatsoever relating to the said goods TO HOLD the same unto the Assignee absolutely.

2. The Assignor hereby agrees and declares that payment of the aforesaid proceeds or any part thereof under an order of the Court or agreement among the parties to the consolidated actions shall constitute a full and complete discharge and that the Assignor shall have no claim thereafter with respect to any proceeds of the bills of lading, the bills of exchange, invoices or any other documents relating to the said goods.

contd.....5

S 34

Order and Stipulation filed March 13, 1975

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day, the month and the year first above written.

For National Bank of Pakistan

(Affan Ahmad)
Chief Manager

ASSIGNOR

For Muslim Commercial Bank Ltd.

(M.A. Wasay)
Senior Executive Vice President

ASSIGNEE

S [illegible]35

Order and Stipulation filed March 13, 1975

by its

, , hereby acknowledges its agreement with and acceptance of, and hereby adopts, the Stipulation (a copy of which is annexed), dated December , 1974, among the parties (by their respective attorneys) to the consolidated action entitled Muslim Commercial Bank, Ltd. v. M. Golodetz & Co., et al. (72 Civ. 5309) and Pubali Bank, et al. v. M. Golodetz & Co., et ano. (73 Civ. 566) in the United States District Court for the Southern District of New York.

Dated:
December , 1974

_____

[SEAL]

Attest:

_____

[Jurat]

Exhibit B

Order and Stipulation filed March 13, 1975

S 36

[Letterhead of Muslim Commercial Bank Limited
Head Office
Adamjee House
I.I. Chundrigar Road
Karachi 2, Pakistan]

December , 1974

M. Golodetz & Co.
666 Fifth Avenue
New York, New York 10019

Waterman Steamship Corporation
140 Broadway
New York, New York 10007

The Muslim Commercial Bank Limited v. M. Golodetz & Company, Waterman Steamship Corporation and John Doe Corporation (72 Civ. 5309); and

Pubali Bank, Rupali Bank, Sonali Bank and Adamjee Jute Mills, Ltd. v. M. Golodetz & Company and Waterman Steamship Corporation (73 Civ. 566).

Dear Sirs:

In connection with the settlement of claims against you by Muslim Commercial Bank Limited ("Muslim Bank") and certain other claimants in the above-entitled consolidated action pending in the United States District Court for the Southern District of New York (the "Consolidated Action"), Muslim Commercial Bank Limited hereby agrees with you as follows:

1. Subject to the terms and conditions of this letter agreement (the "Letter Agreement"), Muslim Bank will indemnify you and hold you harmless from and against any and all losses, damages or liabilities arising out of or based

Exhibit C

upon claims by Habib Bank Limited, a Pakistani banking company ("Habib"), arising out of, or in connection with, the matters or the transactions which are set forth or referred to in the pleadings served and filed in the Consolidated Action, provided that the liability of Muslim Bank under this Letter Agreement shall not exceed the amount paid by M. Golodetz & Company ("Golodetz") in settlement of the claims asserted against you by Muslim Bank and the other claimants in the Consolidated Action.

2. Muslim Bank's obligations under this Letter Agreement are conditioned upon the entry of an Order discontinuing the Consolidated Action with respect to you and discharging you from any further liability with respect to the matters and transactions set forth in the complaints served and filed in the Consolidated Action.

3. Muslim Bank's obligation under this Letter Agreement to indemnity you is limited to claims made by Habib and does not extend to any claims which may be made by successors, if any, to Habib or its assets by virtue of nationalization or operation of other laws or decrees promulgated by the Government of Bangladesh.

Exhibit C

4. You agree, promptly upon receipt of a notice of commencement of any action in which either of you has been named as a party in respect of which indemnity or reimbursement may be sought under this Letter Agreement, to give notice in writing of the commencement of such an action, together with copies of all papers served at any time or times, addressed to Muslim Commercial Bank Limited, in care of Debevoise, Plimpton, Lyons & Gates, 299 Park Avenue, New York, New York 10017, Attention: Robert B. von Mehren, Esq. (or such other person as Muslim Bank may designate by notice to Waterman and Golodetz).

5. If an action of the kind referred to in the preceding paragraph is commenced, you shall have the right and obligation to defend such action and to retain counsel in connection therewith at your own expense. In connection with the defense of any such action, you agree to cooperate fully with Muslim Bank which shall not be liable for any settlement made without its consent. Muslim Bank shall be entitled to participate in (and, to the extent that Muslim Bank shall wish, including the selection of counsel, to have charge of and to direct) the defense of any such action at its own expense.

6. This Letter Agreement shall be construed in accordance with and governed by the laws of the State of New York.

* * *

If the foregoing correctly sets forth the agreement between you and Muslim Bank, please execute the form of acceptance on the enclosed counterpart of this Letter Agreement in the same provided below and return the same to Muslim Bank at the address indicated in this Letter Agreement, whereupon this Letter shall constitute a binding agreement between you and Muslim Bank.

Very truly yours,

MUSLIM COMMERCIAL BANK LIMITED

ATTEST:

By_____

Title:_____

_____

ACCEPTED AND AGREED TO
AS OF THE DATE THEREOF

M. GOLODETZ & COMPANY

By_____

WATERMAN STEAMSHIP CORPORATION

By_____

Exhibit C

S 40

Order and Stipulation filed March 13, 1975

December , 1974

First National City Bank
Custodian Services Division
Escrow Administration
399 Park Avenue
New York, New York 10022

Attention:

Escrow Agreement among
The Muslim Commercial Bank Limited,
Pubali Bank, Rupali Bank, Sonali Bank
and Adamjee Jute Mills, Limited

Gentlemen:

Muslim Commercial Bank Limited, a banking company organized under the laws of Pakistan, and Pubali Bank, Rupali Bank and Sonali Bank, banking companies organized under the laws of Bangladesh, agree with you as follows:

1. For the purposes of this agreement, the terms listed below shall have the respective meanings set forth opposite such terms:

City Bank:	First National City Bank
Escrow Agent:	City Bank
Banks:	collectively, Muslim Commercial Bank Limited, Sonali Bank, Rupali Bank, Pubali Bank and Adamjee Jute Mills, Limited

2. The Banks shall deliver (or cause to be delivered) to City Bank, as Escrow Agent, within thirty days

Exhibit D

of the execution of this agreement the sum of $ * to be held subject to the following terms and conditions.

3. The Escrow Agent shall as promptly as possible after receipt of the funds described in the preceding paragraph invest such funds in 89-day certificates of deposit issued by City Bank. The certificates of deposit shall have a yield equal to the highest yield available to customers of City Bank at the time depositing similar sums of money for similar periods of time.

4. The Escrow Agent shall hold the principal and interest earned thereon for the term of this agreement, investing and reinvesting the same in City Bank 89-day certificates of deposit in accordance with the terms of paragraph 3 of this agreement.

5. The escrowed funds, including interest earned thereon, shall be held by the Escrow Agent until such time as it is served with a duly certified copy of a final judgment for the disposition of the funds rendered by the United States Court for the Southern District of New York in the consolidated actions entitled Muslim Commercial Bank,

---

* Insert here the sum of $521,568 plus interest on such sum from January 1, 1974 to and including the date of tender under the agreement at the rate of 7 1/2% per annum.

Limited and National Bank of Pakistan against M. Golodetz & Company, Waterman Steamship Corporation and John Doe Corporation (72 Civ. 5309) and Pubali Bank, Rupali Bank, Sonali Bank and Adamjee Jute Mills, Limited against M. Golodetz & Company and Waterman Steamship Corporation (73 Civ. 566). The Escrow Agent shall, on receipt of a certified copy of the judgment of the Court referred to above and a written opinion of U.S. counsel for the prevailing party that the judgment is final and that the Escrow Agent is justified in relying upon such opinion of counsel, pay the entire fund together with income earned thereon to the person or party designated in the Court's judgment.

6. All notices with respect to this escrow agreement should be sent to New York counsel for the Banks as listed below:

Debevoise, Plimpton, Lyons & Gates
299 Park Avenue
New York, New York 10017
Attention: Robert B. von Mehren, Esq.

Nierenberg, Zeif & Weinstein
230 Park Avenue
New York, New York 10017
Attention: Saul I. Weinstein, Esq.

Exhibit D

7. To induce the Escrow Agent to act under this agreement, it is further agreed by the undersigned that:

(a) The Escrow Agent shall not be under any duty to give the property held under this agreement any greater degree of care than it gives its own or similar property and shall not be required to invest any funds held hereunder except as directed in paragraphs 3 and 4.

(b) The Escrow Agent may act in reliance upon any instrument or signature believed to be genuine and may assume that any person purporting to give any writing, notice, opinion, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

(c) The Escrow Agent may act relative to this agreement upon advice of counsel in reference to any matter connected herewith, and shall not be liable for any mistake of fact or error in judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.

(d) This letter sets forth exclusively the duties of the Escrow Agent with respect to any and

all matters pertinent hereto and no implied duty or obligations shall be read into this letter against the Escrow Agent.

(e) The Escrow Agent makes no representation as to the validity, value, genuineness and collectability of any security or other document or instrument held by or delivered to it.

(f) The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining any of the securities deposited under this agreement. The Banks agree to pay the Escrow Agent $1,300 per year as compensation for its services hereunder, payment to be made from the funds to be deposited in escrow, in advance at the time of acceptance and thereafter on the anniversary date of this agreement, and agree to reimburse the Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by the Escrow Agent in the performance of its duties under this agreement, including reasonable fees, expenses and disbursements of its counsel.

(g) The Escrow Agent may at any time after January 1, 1977 resign by giving 30 days' prior

written notice to the Banks as provided in paragraph 6 of its intention so to resign and upon such resignation be discharged from its obligations under this agreement.

(h) The Escrow Agent does not and will not have any interest in the funds deposited under this agreement but is serving only as the escrow holder and having only possession thereof.

8. This agreement shall be construed and enforced according to the laws of the State of New York.

9. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

10. The rights created by this agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the heirs, administrators, successors, representatives and assigns of the Escrow Agent and all parties to this Agreement.

Very truly yours,

MUSLIM COMMERCIAL BANK

Attest:

By_____

_____

RUPALI BANK

Attest:

By_____

_____

SONALI BANK

Attest:

By_____

_____

PUBALI BANK

Attest:

By_____

_____

ADAMJEE JUTE MILLS, LIMITED

Attest:

By_____

_____

AGREED AND ACCEPTED:

_____

RECEIVED
AUG 01 1977
LEON, WEILL & MAHONY